

San Joaquin River Conservancy (SJRC)

Invitation For Bids (IFB)
C22100004

Wildwood Native Park Park Maintenance Services



State of California – Natural Resources Agency
San Joaquin River Conservancy

IFB – C22100004

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November 18, 2022

Invitation for Bid under C22100004 – Wildwood Native Park Maintenance Services

The San Joaquin River Conservancy (SJRC) is soliciting bids for maintenance services at Wildwood Native Park, located on the Madera County side of the San Joaquin River just east of Highway 41.

If you would like to bid on this solicitation, please follow the instructions provided within the solicitation information. Bid responses which did not fulfill defined bid requirements will be deemed non-responsive and will not be considered for award.

It is the bidder's sole responsibility to review the solicitation information in its entirety for complete understanding of all requirements and expectations. By submitting a bid the bidder acknowledges they have done so.

In the opinion of SJRC, this Invitation for Bids is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please contact Rebecca Raus by phone at (559) 253-7324, ext. 1 or e-mail at Vanessa.Gavina@sjrc.ca.gov. If any substantive supplemental information or question and answer is requested such information will be made available to all potential bidders through the www.Caleprocure.ca.gov posting as an addendum. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum.

Note that this contract will adhere to State of California contracting terms and conditions and will include by reference General Terms and Conditions and Contractor Certification Clauses that can be viewed and downloaded at the following web site: www.dgs.ca.gov or <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

If you do not have internet access, a hard copies may be obtained by contacting Vanessa Gavina at (559) 253-7324 ext. 1.

For additional information about the Conservancy or the San Joaquin River Parkway, please visit our website at www.sjrc.ca.gov.

Respectfully,

Vanessa Gavina
Staff Services Analyst

**SERVICE CONTRACTS
INVITATION FOR BIDS/INSTRUCTIONS TO BIDDERS**

CONTRACT/BID NO.: C2210004

Sealed bids will be accepted by the San Joaquin River Conservancy until the following date and time, at the following location.

Date: December 9, 2022
Time: 4:30 PM
Location: 5469 E. Olive Ave., Fresno, CA 93727

At the above time and place the bids will be publicly opened and read for furnishing services, material, or equipment, or to perform all work required to:

Provide and perform services in accordance to the scope of work (SOW) provided in the solicitation information at multiple Conservancy properties.

complete and ready for use in accordance with plans and specifications and such addenda as may be issued prior to bid opening date.

The anticipated performance period of the contract is January 2023 through June 2025.

Additional requirements/information are as follows:

All Bidders are REQUIRED TO SUBMIT the following bid documents provided in the solicitation information with their bid response:

- * Completed and certified Rate Sheet.
- * As applicable, completed and signed Small Business Preference (form DPR 85).
- * As applicable, completed and signed Disabled Veteran Business Enterprise (DVBE) Participation (form DPR 486).
- * As applicable, completed and signed DVBE Declarations (form STD 843).

Bidders failing to provide any required bid documents will be deemed non-responsive and will not be considered for award.

Prospective bidders may examine and obtain specifications and bid forms, or receive assistance with questions regarding this Invitation for Bids by calling, e-mailing or mailing a request to:

San Joaquin River Conservancy

Contact Person: Vanessa Gavina
Phone No.: (559) 253- 7324
E-mail: Vanessa.Gavina@sjrc.ca.gov

1. Bids shall take into consideration all such conditions as may affect the work. Bidder should carefully examine the entire bid documents and become fully aware of the nature and location of the work, the quantities of work, and conditions to be encountered in performing the work.
2. Bid documents consist of all forms, instructions, notices, specifications, and any addenda thereto, that describe the project or services to be performed and the requirements for bidding. All bidders are responsible to inquire as to addenda issued.
3. Bids shall be submitted in duplicate a sealed envelope. This envelope shall include the return address of the bidder, be marked "Bid - Do Not Open" and delivered to the place shown above prior to the time and date of the bid opening. It is the responsibility of the bidder to ensure that his/her bid is received in proper time. Facsimile (Fax) responses will not be considered.

4. No bids will be accepted after the date and time set for the bid opening.
5. Prices shown on the Bid Form shall include all applicable taxes and other items of expense incident to the bid.
6. Any bid may be withdrawn prior to the hour fixed above, provided that the written request for withdrawal is submitted by the bidder or his/her duly authorized representative and filed at, e-mailed to or sent by FAX to the place shown above. An oral or other form of request to withdraw a bid is not acceptable.
7. Bids will be opened and read publicly at the time and place indicated above. Bidders or their authorized agents are invited to be present.
8. Bids may be rejected if they show any alterations to form, additions not called for, conditioned bids, incomplete bids, or irregularities of any kind. Only those bids which cover all the work outlined will be considered. The State reserves the right to reject any or all bids.
9. If the contract is awarded, it will be awarded to the lowest responsible bidder whose bid complies with the prescribed requirements.
10. In the case of a tie bid, the determination of a successful bidder will be made by a coin toss in the presence of all interested bidders, at a time and date set by the originating office.
11. All bids shall remain valid for 30 calendar days after the bid opening date.
12. The basic agreement for contracting with the State, "STD. 213 - Standard Agreement," is included in bid documents in sample form for informational purposes.
13. The contract shall be signed by the successful bidder and returned within five (5) working days after the bidder receives notice that the contract has been awarded.
14. The contract shall be a binding contract upon the State only after approval by the State.

Procedure for Protesting an Award

- A. Upon written request by any bidder who has submitted a bid, the agency must post a notice of the proposed contract award in a place accessible by the general public including any internet site identified in the IFB at least five days prior to awarding the contract.

If contract is not awarded to the low bidder, the low bidder shall be notified by FAX, overnight courier, e-mail, or personal delivery five (5) working days prior to the award of contract.
- B. Inspection of bids is permitted as follows:
 1. After bid opening, all bids shall be available for public inspection.
- C. There are time limits in which to file a protest. A protest must be filed with the agency and DGS after notice of intent to award the contract, but before the actual award.
- D. Once a protest is filed the contract may not be awarded until the protest is withdrawn or DGS has rendered a decision.

- E. After filing a protest, the protestant has five calendar days to file a detailed written statement of the protest grounds. Both the initial protest letter and the written statement of protest must include the IFB number and the name of the State agency involved.

Protests of award shall be in writing and filed with:

Department of General Services
Office of Legal Services
Attention: Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605

Bid Protest Coordinator Email address: OLSProtests@dgs.ca.gov

A copy of the written protest should be sent to:

San Joaquin River Conservancy
ATTN: Rebecca Raus
5469 E. Olive Ave.
Fresno, CA 93727

Small Business (SB) Notice

5% Small Business Preference

1. What is a California Certified Small Business (SB)?

- a) For a business to be considered a Small Business (SB), they must be certified with the State of California - Department of General Services in accordance with California Code of Regulations, Title 2, Section 1896.94.

b) Your business may be eligible if it meets all of the following*:

1. Must be independently owned and operated.
2. Cannot be dominant in its field of operation.
3. Must have its principal office located in California.
4. Must have its owners (or officers in the case of a corporation) domiciled in California.
5. Together with its affiliates, be either:
 - ° A business with 100 or fewer employees, and an average annual gross receipts of \$14 million or less over the previous three tax years, or
 - ° A manufacturer with 100 or fewer employees.
6. Microbusiness: A small business will automatically be designated as a microbusiness if gross annual receipts, together with all affiliates, are less than \$3,500,000 or, the small business is a manufacturer with 25 or fewer employees.

* For additional details visit the Department of General Services (DGS) web site at:
www.dgs.ca.gov/pd/Programs/OSDS.aspx.

2. What is the SB Preference?

- a) State law allows certified small business (SB) and microbusiness (MB) firms to receive a 5% bidding preference on applicable state solicitations. The 5% preference is also available for non-certified businesses who subcontract 25% of contract amount with a certified SB/MB.
- b) The effect of the preference is to help SBs/MBs be more competitive in the bid process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount.
<http://www.pd.dgs.ca.gov/smbus/sbpref.htm>

3. In no event shall the SB preference or non-SB subcontracting reference exceed \$50,000 in any single bid.

4. How does the 5% Small Business (SB) Preference Work?

- a) The following example shows how the 5% preference computation works, and how it is used to determine a successful bidder.

Bidder	Bid Amount	Bid After 5% Preference	Small Business Status
1	\$30,750	\$30,750	Claims small business status, but is not CA certified
2	\$28,975	\$28,975	Does not claim to be a small business
3	\$29,520	\$29,520	Claims small business status, but their CA certification has expired
4	\$29,870	\$28,421	Claims small business and is CA Certified

b) Computation Method for example 4-a:

1. Five percent is applied to the **lowest (non-certified small business)** responsible bid ([Bidder 2] \$28,975 x .05 = \$1448.75).
2. The preference amount (\$1,448.75) is subtracted from the certified small business (Bidder 4's) bid amount (\$29,870 - \$1,448.75 = \$28,421.25).
3. Bidder 4's computed total is \$28,421.25, making them the lowest bidder.
4. The contract is awarded to Bidder 4 for \$29,870.

c) **NOTE:** *The 5% SB preference is applied to currently certified and registered small businesses and is used for bid evaluation purposes and **does not alter the bid's actual amount.***

5. Documentation

- a) Bidders must provide a printout from the State's SB/DVBE vendor system showing your certification and expiration date from the following web site. www.Caleprocure.ca.gov
- b) If a non-certified firm is claiming the SB Preference based on subcontracting at least 25% of the contract to a certified SB/MB, you must include a complete DPR 85 with your bid. An evaluated bid under the 25% SB subcontracting qualification cannot displace a certified and registered SB.
- c) At completion of performance and when SB participation was included toward SB goals under this contract, then the contractor must complete and submit form DPR 489 to the State's designated representative under this contract and within the time specified within the contracting documents or within 60 days of receipt of final payment, whichever is sooner.

6. Verification

Information submitted by the bidders to claim the SB Preference will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

7. To locate SB/MB contractors:

- a) Contact the department's contracting official named in this solicitation for any SB/MB contractors who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify SB/MB contractors for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance: www.parks.ca.gov/advocate.
- b) Access the list of all certified SB/MBs by using the Department of General Services, Procurement Division (DGS-PD) online certified firm database at: www.Caleprocure.ca.gov
- c) Search by "Keywords" or United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a SB/MB.
- d) Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.Caleprocure.ca.gov

8. Information

The State of California, Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) offers many services that assist contractor/business owners with a variety of information designed to streamline the State contracting process. OSDS also certifies SB/MB contractors. For more information, please contact OSDS to find out more:

The State of California
Department of General Services
Office of Small Business and DVBE Services
707 Third Street, First Floor – Room 400
West Sacramento, CA 95605

www.pd.dgs.ca.gov/smbus
Receptionist: (916) 375-4940
24-hour recording: (916) 322-5060
FAX: (916) 375-4950
OSDCHelp@dgs.ca.gov

SMALL BUSINESS PREFERENCE

Certified Small Businesses (SBs) may receive a 5% preference. Non Certified Small Business (SB) contractors may receive a 5% preference by subcontracting a minimum of 25% of the total monetary amount of their bid to Certified Small Businesses.

See the DPR 478, Small Business Notice for more information about the SB Preference.

PART I

CONTRACTOR NAME

SB CERT NO.

DATE

IS CONTRACTOR A CALIFORNIA CERTIFIED SMALL BUSINESS?

☐

YES

If Yes, attach Contractor's certification printout from the eProcurement website to this form and stop here.

☐

NO

If No, you still may qualify for the Small Business Preference, complete Part II below.

PART II

COMPLETION INSTRUCTIONS

COMPANY NAME: List the names of the subcontractors and suppliers proposed for the 25% Small Business (SB) subcontractor participation.

CONTRACTING WITH: Enter the name of the company with which the company listed is contracting.

NATURE OF WORK: Identify the proposed work (or materials or equipment) to be provided.

TIER: The Bidder may count toward its 25% Small Business participation goal the dollar value of work and supplies to be obtained by its primary subcontractors and suppliers from SB subcontractor firms as second and third level tier subcontractors/suppliers. Using the following codes, indicate the contracting tier for each SB company listed for participation:

0 = Prime or Joint Contractor

1 = Primary Subcontractor or Supplier

2 = Subcontractor/Supplier of Level 1 Subcontractor/Supplier

3 = Subcontractor/Supplier of Level 2 Subcontractor/Supplier

DOLLAR VALUE: Enter the dollar amount of the bid to be performed by the listed company's own forces.

PERCENTAGE OF BID: Enter the percentage of the total bid amount the dollar value represents.

PRINTOUT: In order to claim the 25% Small Business participation credit, a printout from the Office of Small Business and DVBE Services eProcurement website for each SB listed.

COMPANY NAME	CONTRACTING WITH	NATURE OF WORK	TIER	DOLLAR VALUE	% OF	PRINT-OUT
SB CERT NUMBER:_____					<input type="checkbox"/>	
SB CERT NUMBER:_____					<input type="checkbox"/>	
SB CERT NUMBER:_____					<input type="checkbox"/>	
SB CERT NUMBER:_____						

Total Small Business Subcontractor Dollar Value

Total Amount of Bid

TOTAL % OF BID FOR ALL SMALL BUSINESS SUBCONTRACTORS

Disabled Veteran Business Enterprise (DVBE) Notice

DVBE Incentive for Invitation For Bid (IFB) (Participation Requirement Waived)

Bidder's attention is directed to the Disabled Veteran Business Enterprise (DVBE) Participation Requirement for bidders, as outlined in the accompanying bid package.

**The DVBE Participation Requirement for this solicitation has been waived –
however the DVBE Incentive still applies.
There is no minimum DVBE participation requirement for this solicitation.**

What is a Disabled Veteran Business Enterprise (DVBE)?

For a business to be considered a Disabled Veteran Business Enterprise (DVBE), they must be certified with the State of California - Department of General Services in accordance with California Code of Regulations, Title 2, Section 1896.94. Please see the following website for more information about DVBE certification benefits and eligibility requirements:
<http://www.pd.dgs.ca.gov/smbus/dvbecert.com>.

Only DVBEs who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE participation and/or incentive program requirements.

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l): The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than is expected by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

What is the DVBE Incentive Program?

The DVBE Incentive Program was established by statute and applies to contracts solely financed by State funds. This program is separate from the DVBE Participation Program. The incentive is designed to encourage bidders to partner with DVBE subcontractors.

The incentive may be combined with other incentives and preferences up to an established cap of \$100,000.00. **The incentive is used only for evaluation purposes and does not alter the amounts of the actual bids.**

PLEASE NOTE: *If, for this agreement, a contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) the contractor must certify in a report to the awarding department:*

- *the total amount the prime contractor received under the contract*
- *the name and address of the DVBE(s) that participated in the performance of the contract*
- *the amount each DVBE received from the prime contractor*
- *that all payments under the contract have been made to the DVBE(s)*
- *the actual percentage of DVBE participation that was achieved*

You will be required to report to DPR the actual dollars spent with each DVBE subcontractor on DPR 489. If awarded the contract you will receive this form at the completion of the contract. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) § 999.5(d))

Who is eligible to receive the incentive?

Any responsive and responsible bidder who has attained .01% DVBE participation or higher.

Documentation

Bidders must document DVBE participation commitment by completing and submitting the following forms:

- DPR 486, Bidder's DVBE Participation
- STD. 843, DVBE Declarations

DPR 486, Bidder's DVBE Participation: The DPR 486 is used to document the proposed prime contractor and subcontractors, including their roles and responsibilities. The form must be submitted with the bid package.

STD. 843, DVBE Declarations: All disabled veteran owners and disabled veteran managers of the DVBE must complete the form and submit it with the bid package. A STD. 843 needs to be submitted by every DVBE supplier who is part of a bid whether they are the prime or a sub.

Bids that fail to submit the completed required forms to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive. Clerical and typographical errors on these forms may be corrected at the State's sole discretion.

Information submitted by the bidders to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

How does the DVBE Incentive Program Work?

The DVBE incentive is used only for evaluation purposes to determine the successful bidder and does not alter the amounts of the actual bids. A dollar cap of \$100,000.00 is set for all combined incentives and preferences.

For contracts to be awarded based on the Low Price Method, the incentive amount is equal to a percentage of the **lowest responsive and responsible bid** based on the amount of DVBE participation in the bid being evaluated per Table A below. The Computation Method does not include the small business preference; however, the small business preference may be applied and may affect the application of the incentive and the outcome of the ranking.

Table A – IFB (aka Low Price Method)

Confirmed DVBE Participation of	DVBE Incentive Amount for IFB
5% or more	5% of lowest responsive and responsible bid
4% - 4.99%	4% of lowest responsive and responsible bid
3% - 3.99%	3% of lowest responsive and responsible bid
2% - 2.99%	2% of lowest responsive and responsible bid
.01% - 1.99%	1% of lowest responsive and responsible bid

Computation Method

Low Price Method

Bidder Name	A	B	C
Original Bid Price	\$98,000.00	\$102,100.00	\$100,000.00
DVBE Participation for certified DVBE Prime or Subcontractors	0%	8%	4.5%
Initial Ranking	1	3	2
DVBE Incentive (from Table A)	n/a	5%	4%
Incentive Amount (% x Lowest Responsive and Responsible Bid Price)	n/a	\$4,900.00 (5% x \$98,000)	\$3,920.00 (4% x \$98,000)
Adjusted Bid Price (Bidder's Price - Bidder's Incentive Amount)	n/a	97,100.00 (\$102,100 - \$4,900)	96,080.00 (\$100,000 - \$3,920)
Final Rank:	3	2	1

Substitution of Proposed DVBE

- If awarded the contract, the DVBE subcontractors and/or contractors proposed by bidder must be used unless prior written notice of substitution is provided to the state and the state approves such substitution.
- The notice must include a minimum of: (1) a written explanation of the reason for the substitution; and (2) an updated DPR 486 must be submitted to the award office of Department of Parks and Recreation. The substitution request must be approved before the substitution can take place.
- Failure to adhere to at least the DVBE participation proposed by the successful bidder may be cause for contract termination and recovery of damages under the rights and remedies due the state under the default section of the contract.

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

To locate DVBE contractors:

Contact the department's contracting official named in this solicitation for any DVBE contractors who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE contractors for the solicitation. You may also contact the department's SB/DVBE Advocate for assistance – www.parks.ca.gov/advocate.

Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD) online certified firm database at <http://www.bidsync.com/DPXBisCASB>. Search by "Keywords" or United Nations Standard Products and Services Codes (UNSPSC), that apply to the elements of work you want to subcontract to a DVBE.

Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov (View CSCR Ads).

The State of California, Department of General Services, Procurement Division, Office of Small Business and DVBE Services (OSDS) offers many services that assist contractor/business owners with a variety of information designed to streamline the State contracting process. OSDS also certifies DVBE contractors. For more information, please contact OSDS to find out more:

The State of California
Department of General Services
Office of Small Business and DVBE Services
707 Third Street, First Floor – Room 400
West Sacramento, CA 95605

www.pd.dgs.ca.gov/smbus
Receptionist: (916) 375-4940
24-hour recording: (916) 322-5060
FAX: (916) 375-4950
OSDCHelp@dgs.ca.gov

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
DVBE Documentation Checklist**

The State of California acknowledges the service and sacrifice of its disabled veterans, in part, through the "Disabled Veteran Business Enterprise (DVBE) Participation Program." As mandated by law, state agencies have a goal to award at least 3% of their annual contract dollars to certified DVBE's.

When a firm bids on a state DPR contract that contains DVBE participation, the firm may benefit from the DVBE Incentive program. We encourage all suppliers to obtain as much DVBE participation as possible.

PLEASE NOTE: *INCOMPLETE DOCUMENTATION (DPR 486 AND STD. 843) **MUST** RESULT IN DISQUALIFICATION FROM FURTHER PARTICIPATION IN THE SELECTION PROCESS FOR THE CONTRACT.*

The following checklist is provided to assist bidders with their DVBE participation documentation:

DPR 486 - Part 1

- ☐ All DVBE participation is indicated.
- ☐ The names of each participating DVBE company is listed with the dollar value and applied percentage of the bid.
- ☐ A copy of the printout from eProcurement system showing the company's DVBE certification status.
- ☐ The DVBE participation percentage listed agrees with the dollar value claimed.

DPR 486 - Part 2

- ☐ Signed "Bidder's Certification."

STD. 843

- ☐ A completed and signed STD. 843 is included with the bid for every DVBE (whether prime or sub) included.

BIDDER'S DVBE PARTICIPATION

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PART 1 — SUMMARY OF DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION

COMPLETION INSTRUCTIONS

COMPANY INFORMATION: List the information (Company Name, Contact Information) of subcontractor(s) and supplier(s) proposed for DVBE. If prime contractor is a DVBE, the name must be listed for participation.

CONTRACTING WITH: Show the name of the department or company with which the company listed is contracting.

NATURE OF WORK: Identify the proposed work (or materials or equipment) to be provided.

DVBE CERTIFICATION NO.: Provide the DVBE Certification Number assigned to company.

TIER: Bidder may count toward its participation goal the dollar value of work and supplies to be obtained by its primary subcontractors and suppliers from DVBE firms as second and third level tier subcontractors/suppliers. Contracting tier should be indicated with the following designations:

DVBE company listed for participation.

0 = Prime or Joint Contractor

1 = Primary Subcontractor or Supplier

2 = Subcontractor/Supplier of Level 1 Subcontractor/Supplier

3 = Subcontractor/Supplier of Level 2 Subcontractor/Supplier

DOLLAR VALUE: The dollar amount of the bid to be performed by the listed company's own forces.

PERCENTAGE OF BID: The percentage of the total bid amount the dollar value represents.

PRINT OUT: In order to claim DVBE participation credit, a printout from the eProcurement system showing their supplier ID and the status of their certification must be furnished with the bidder's bid or upon the signing of contract documents. Check mark if a copy of the printout is included.

COMPANY INFORMATION

	COMPANY NAME	CONTRACTING WITH	NATURE OF WORK					
1	CONTACT	CONTACT PHONE ()	DVBE CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF BID	PRINT- OUT	<input type="checkbox"/>
	COMPANY NAME	CONTRACTING WITH	NATURE OF WORK					
2	CONTACT	CONTACT PHONE ()	DVBE CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF BID	PRINT- OUT	<input type="checkbox"/>
	COMPANY NAME	CONTRACTING WITH	NATURE OF WORK					
3	CONTACT	CONTACT PHONE ()	DVBE CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF BID	PRINT- OUT	<input type="checkbox"/>
	COMPANY NAME	CONTRACTING WITH	NATURE OF WORK					
4	CONTACT	CONTACT PHONE ()	DVBE CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF BID	PRINT- OUT	<input type="checkbox"/>

PART 2 — BIDDER'S CERTIFICATION

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims against the State and Section 10115.10 of the Public Contract Code making it a crime for intentionally making an untrue statement in this certificate.

BIDDING COMPANY'S NAME

SIGNATURE

PRINTED NAME

SOLICITATION NUMBER
C21100013

DATE

TITLE (e.g. BUSINESS OWNER/CHIEF EXECUTIVE OFFICER, ETC.)

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2**APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

_____ (Printed Name of DV Owner/Manager)	_____ (Signature of DV Owner/ Manager)	_____ (Date Signed)
---	---	------------------------

_____ (Printed Name of DV Owner/Manager)	_____ (Signature of DV Owner/Manager)	_____ (Date Signed)
---	--	------------------------

Firm/Principal for whom the DVBE is acting as a broker or agent: (If more than one firm, list on extra sheets.)	_____ (Print or Type Name)
--	-------------------------------

Firm/Principal Phone: _____	Address: _____
-----------------------------	----------------

SECTION 3**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2, subsections (c) and (g)*. *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

_____ (Printed Name)	_____ (Signature)	_____ (Date Signed)
-------------------------	----------------------	------------------------

_____ (Address of Owner)	_____ (Telephone)	_____ (Tax Identification Number of Owner)
-----------------------------	----------------------	---

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

_____ (Printed Name of DV Manager)	_____ (Signature of DV Manager)	_____ (Date Signed)
---------------------------------------	------------------------------------	------------------------

Page ____ of ____

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Upon completion of a contract, for which a commitment to achieve SB/MB and/or D/VBE participation goal was made, the prime contractor must report to the Department of Parks and Recreation the total amount paid to the awarded contractor, the actual percentage of participation that was achieved and must also certify that the information reported is correct.

3 = Subcontractor/Supplier of Level 2 Subcontractor/Supplier

COMPANY INFORMATION									
P	PRIME COMPANY NAME	CONTRACT NUMBER	PRIME COMPANY ADDRESS (Street, City, State, Zip Code)						
R		#NAME?							
I	CONTACT	CONTACT PHONE	SB/MB	NONE	CERTIFICATION NO.	TOTAL DOLLAR VALUE PAID TO PRIME COMPANY			
M		()	<input type="checkbox"/>	<input type="checkbox"/>					
E		DYBE							
S	SUBCONTRACTED COMPANY NAME	CONTRACTED WITH	COMPANY ADDRESS (Street, City, State, Zip Code)						
U									
B	CONTACT	CONTACT PHONE	<input type="checkbox"/>	SB/MB	CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF CONTRACT	
		()	<input type="checkbox"/>	DYBE					
S	SUBCONTRACTED COMPANY NAME	CONTRACTED WITH	COMPANY ADDRESS (Street, City, State, Zip Code)						
U									
B	CONTACT	CONTACT PHONE	<input type="checkbox"/>	SB/MB	CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF CONTRACT	
		()	<input type="checkbox"/>	DYBE					
S	SUBCONTRACTED COMPANY NAME	CONTRACTED WITH	COMPANY ADDRESS (Street, City, State, Zip Code)						
U									
B	CONTACT	CONTACT PHONE	<input type="checkbox"/>	SB/MB	CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF CONTRACT	
		()	<input type="checkbox"/>	DYBE					
S	SUBCONTRACTED COMPANY NAME	CONTRACTED WITH	COMPANY ADDRESS (Street, City, State, Zip Code)						
U									
B	CONTACT	CONTACT PHONE	<input type="checkbox"/>	SB/MB	CERTIFICATION NO.	TIER	DOLLAR VALUE	PERCENT OF CONTRACT	
		()	<input type="checkbox"/>	DYBE					

DPH 489 (New 1/2010)(Excel 1/29/2010)

DARFUR CONTRACTING ACT CERTIFICATION

DO NOT COMPLETE OR RETURN THIS FORM IF: Within the previous three years, your company **HAS NOT** had any business activities or other operations outside of the United States.

All other companies, complete Option #1 or Option #2 and return:

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is not a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

COMPANY/VENDOR NAME (Printed)		FEDERAL ID NUMBER
BY (Authorized Signature)		
▶		
PRINTED NAME AND TITLE OF PERSON SIGNING		
DATE EXECUTED	EXECUTED IN THE COUNTY AND STATE OF	

OPTION #2 - WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

COMPANY/VENDOR NAME (Printed)		FEDERAL ID NUMBER
INITIALS OF SUBMITTER		
PRINTED NAME AND TITLE OF PERSON INITIALING		

DO NOT COMPLETE THIS FORM UNLESS YOUR COMPANY MEETS THE CRITERIA OF OPTION #1 OR OPTION #2.

SCO ID: 3830-C22100004

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C22100004

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C*	General Terms and Conditions	
+		
-		

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Contractor's Name:
Agreement Number: C22100004

Page: 1 1

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Parks and Recreation
services as described herein:

SAMPLE

2. The services shall be performed at:

3. The services shall be provided during:

4. The project representatives during the term of this Agreement will be:

State Agency:		Contractor:	
Section/Unit:		Section/Unit:	
Attention:		Attention:	
Address:		Address:	
City/State/Zip Code:		City/State/Zip Code:	
Phone:		Phone:	
Fax:		Fax:	
E-mail Address:		E-mail Address:	

Contractor's Name:

Agreement Number: C22100004

Page: 1 of 2

**EXHIBIT B
(Standard Agreement)**

SAMPLE

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in _____, marked Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the project representative. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the project representative prior to the expiration or termination date of this Agreement.

Contractor's Name:

Agreement Number: C22100004

Page: 2 of 2

EXHIBIT B
(Standard Agreement)

SAMPLE

BUDGET DETAIL AND PAYMENT PROVISIONS

5 Disabled Veterans Participation Goals

- A. Upon completion of an awarded contract in which a commitment to achieve a DVBE goal was made, the prime contractor that entered into a subcontract with a DVBE is required to complete and submit form STD. 817 within 60 days to certify payment information to the awarding department, in accordance with Military and Veterans Code (M&VC) Section 999.5.
- B. For contracts awarded on or after January 1, 2021, pursuant to M&VC Section 999.7, the State shall withhold ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until the prime contractor complies with the certification requirements of M&VC Section 999.5. Prime contractors that fail to comply with the certification requirements shall be given notice and allowed to cure the defect. If after 15 calendar days but not more than 30 calendar days from the date of the notice, the prime contractor fails to comply with the certification requirements, the State shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000). The withholding applies to all contracts with a DVBE subcontractor.
- C. Notwithstanding any other law, an awarding department shall not withhold more than the amount specified on the final payment of any disabled veteran business enterprise contract for the purposes of ensuring compliance with the certification requirements of M&VC 999.5.

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Exhibit B, Attachment 1
SERVICE CONTRACTS BID FORM

DEPARTMENT OF PARKS AND RECREATION

DATE
UNIT San Joaquin River Conservancy
PROJECT Wildwood Native Park Maintenance Serv
BID OPENING December 9, 2022
CONTRACT NUMBER C22100004

The undersigned hereby proposes to furnish services, materials, or equipment, or to perform all work required in accordance with the bid documents for the foregoing titled project, and such addenda thereto as may be issued prior to bid opening date.

Nondiscrimination Compliance Statement

The prospective contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations Section 8103.

Disabled Veteran Business Enterprise Participation

In accordance with Public Contract Code Section 10115, the Department of Parks and Recreation has established criteria to implement the disabled veteran business enterprise (DVBE) program goal which bidder must meet; provided, however, the DVBE participation requirement is included herein and made part of the bid documents. (See DVBE Notice included in solicitation for details.)

Small Business Preference

A five percent preference will be granted to any bidder currently certified by the Department of General Services as a California Small Business. (See Small Business Notice included in solicitation for details.)

FIRM NAME		PHONE NO.	FAX NO.
ADDRESS		CITY/STATE/ZIP CODE	
LICENSE CLASSIFICATION	FEDERAL EMPLOYER ID NO.	ARE YOU CLAIMING PREFERENCE AS A SMALL BUSINESS? <input type="checkbox"/> Yes. Small Business Certification No. _____ <input type="checkbox"/> No	
STATUS OF BUSINESS (check appropriate box.) <input type="checkbox"/> Individual. <input type="checkbox"/> Corporation. State in which incorporated: _____ <input type="checkbox"/> Partnership. Full names of partners: _____			
The undersigned is duly authorized to submit this bid on behalf of the company. BIDDER'S SIGNATURE (Signature)			DATE
BIDDER'S PRINTED NAME		TITLE	

THE STATE RESERVES THE RIGHT TO WAIVE ANY IRREGULARITY IN ANY BID OR TO REJECT ANY OR ALL BIDS.

SAMPLE

Contractor's Name:

Agreement Number: C22100004

Page: 1 of 4

EXHIBIT D — SERVICES (Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Insurance Requirements

When Contractor submits a signed agreement to State, Contractor shall furnish to State a Certificate(s) of Insurance and endorsements in compliance with the following requirements:

A. Policy

The Certificate of Insurance shall: (a) be in a form acceptable to State; (b) be written by an insurer acceptable to State; (c) be maintained at Contractor's sole expense; (d) be in full force for the complete term of the agreement; (e) be primary, and not in excess to any insurance carried by State; (f) be furnished to State within fifteen (15) days, upon request.

B. Coverage *(Additional coverage beyond the following, when required, shall be identified through an attachment to this exhibit.)*

General Liability Insurance: Contractor shall procure commercial general liability insurance covering liability arising out of premises operations, products/completed operations, independent contractors, personal/advertising injury and liability assumed under an insured contract with limits not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to Contractor's limits of liability.

Motor Vehicle Liability Insurance: Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit each accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Contractor, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

Worker's Compensation and Employer's Liability Insurance: Contractor shall maintain statutory worker's compensation and employer's liability insurance for all of Contractor's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable.

C. Endorsements *(The following must appear on the Endorsement Page.)*

Additional Insured: That the State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this agreement are concerned. The endorsements are to be provided for the general liability and motor vehicle liability policies.

Waiver of Subrogation: When work is performed on State-owned or controlled property the Workers' Compensation and Employers' Liability policy shall be endorsed with a waiver of subrogation endorsement in favor of the State. This endorsement shall also be provided.

D. Contractor's Additional Responsibilities

Contractor is responsible for any deductible or self-insured retention contained within the insurance program. Contractor shall notify the State within ten (10) days of contractor receiving a notice of cancellation or non-renewal of insurance policies required in this agreement.

SAMPLE

Contractor shall ensure that all subcontractors procure insurance meeting the requirements of these provisions.

Upon State's request, Contractor shall provide copies of its Worker's Compensation and Employer's Liability Insurance.

Concurrent with the execution of this agreement, Contractor shall provide to State evidence that the insurance required to be carried by these provisions, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid. At State's discretion, such evidence shall be the appropriate ACORD Form (Certificate of Insurance) or a certified copy of the original policy, including all endorsements.

Upon notification by State of receipt of a notice of cancellation, expiration, or any reduction in coverage, or if the insurer commences proceeding or has proceeding commenced against it, indicating the insurer is insolvent, Contractor shall provide to State evidence of replacement policy at least ten (10) working days prior to the effective date of such cancellation, expiration, or reduction in coverage.

E. Insurance Companies

Insurance companies issuing any of the policies required by these provisions shall have a rating classification of "A-" or better and a financial size category rating of "vii" or better according to the latest edition of the A.M. Best Key Rating Guide. Any other rating classification requires State approval.

All insurance companies issuing any of the policies required by these provisions shall be licensed to do business in the State of California.

F. State Remedies

Should Contractor fail to keep the insurance required to be carried by these provisions in full force and effect at all times, State may in addition to any other remedies State has, terminate this agreement immediately and all payments due or that become due will be withheld until notice is received by State that such insurance has been restored or replaced to full force and effect and that the premiums therefore have been paid to cover a period of time satisfactory to State.

2. Licenses and Permits

Contractor shall be an individual or firm licensed to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this agreement.

If Contractor is located within the State of California, a business license from the city/county in which it is headquartered is necessary; however, if Contractor is a corporation, a copy of the incorporation documents/letter from the Secretary of State's Office can be submitted. If Contractor is located outside the State of California, Contractor shall submit to State a copy of the business license or incorporation papers for the respective state showing that the company is in good standing within that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this agreement, Contractor agrees to provide State with a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event Contractor fails to keep in effect at all times all required license(s) and permit(s), State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

SAMPLE

3. Disputes

Unless otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which cannot be resolved informally shall be decided by the following two-step procedures.

Contractor must provide written notice of the particulars of such disputes to the Project Manager or his/her duly appointed representative. The Project Manager must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should Contractor disagree with the Project Manager's decision, Contractor may appeal to the second level. Pending the decision on appeal, Contractor shall proceed diligently with the performance of this agreement in accordance with the Project Manager's decision. The second level appeal must indicate why the Project Manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Manager's response. The second level appeal shall be sent to the Deputy Director of Administrative Services or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within fifteen (15) working days of the receipt of the appeal.

4. Termination for Convenience

State reserves the right to terminate this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to terminate this agreement only if State should substantially fail to perform its responsibilities as provided herein.

5. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

6. Forced, Convict, and Indentured Labor

No foreign-made equipment, materials, or supplies furnished to State pursuant to this agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to State or accepting a purchase order, Contractor agrees to comply with this provision of this agreement.

7. Potential Subcontractors

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons

EXHIBIT D — SERVICES
(Standard Agreement)

SAMPLE

Contractor's Name:

Agreement Number: C22100004

Page: 4 of 4

directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

8. **Excise Tax** *(Solely applicable to certain specified goods or articles manufactured or produced in the Philippines for domestic sale or consumption or for any other disposition and to things imported in to the Philippines.)*

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales and use tax imposed by another state.

9. **Priority Hiring Considerations for Contracts with a Value of \$200,000**

If the resulting agreement will have a total value of \$200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

10. **Intellectual Property**

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of

Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

SCOPE OF WORK
(Exhibit A, Attachment 1)

The Contractor is to provide all supplies, materials, tools, labor, and equipment necessary to satisfy all performance expectations as detailed under this Exhibit A, Attachment 1, Scope of Work (SOW).

1. Service Location(s):

- a. Wildwood Native Park located at: 8697 N. Highway 41, Fresno, CA, situated on the Madera County side of the San Joaquin River just east of Highway 41.
- b. Job site map, Exhibit A, Page 2:
- c. Images of work site, Exhibit A, Page 3:

2. Scheduled Days of Service:

- a. Services shall be provided seven days a week including state holidays.
 - b. Additional or unscheduled service days may be requested by the State with, at least, 24 hour written notice.
 - c. If the Contractor is unable to perform a scheduled service due to mitigating circumstances (ie. vehicle failure, equipment failure, broken tool, etc.), then the Contractor shall provide an unscheduled service to compensate the State and at no additional cost.
- 3.** The Contractor shall open the park gate(s) at 7:00 am, Pacific Standard Time (PST) seven days a week including state holidays. The Contractor shall charge the SJRC a flat service rate for each day they are scheduled to be out at the site.
- 4.** Clean the restrooms with antibacterial sanitizer, before or upon opening, each service day and Wash down restroom walls and toilets with a hose as needed.
- a. The restroom are vault toilets with two stalls and no hand washing facilities.
 - b. A hose bid is provided at the site.
- 5.** Each day, pick up litter throughout the park and collect trash from garbage cans in the parking area and along the ¼ mile pedestrian trail; collected trash must be properly disposed of off-site.
- 6.** Weekly remove or paint over graffiti on restrooms, picnic tables, and signs.
- 7.** Weekly clean interpretive signs located at the beginning and along the trail.
- 8.** Notify the designated SJRC point of contact in written form upon discovery of damage to property due to vandalism, illegal activity, or trespass.
- 9.** In the event the park is deemed unsafe by the SJRC due to extremely high water releases from Friant Dam and/or other conditions that threaten public health and safety, the park gate will be locked and remain locked until further notice to the contractor. The contractor will not be paid for days the park is not open. Services and payment will resume when the SJRC re-opens the park for public use.

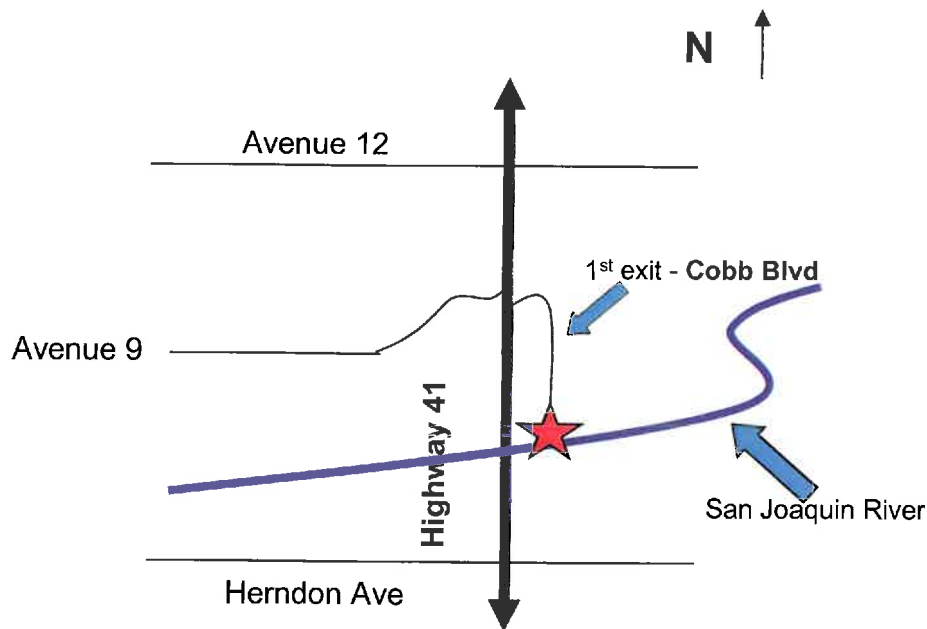
Images of Work Site

Park and Restroom Photos



Job Site Map

PARK (Job Site) LOCATION **Wildwood Native Park** 8697 N. Highway 41 Fresno, CA 93720



Directions:

From Fresno or Madera, take Highway 41 to Cobb Blvd.

Turn right onto frontage road (old Blackstone Ave).

Turn left at first road (Avenue 9) then make a quick right and follow road to park entrance. The park is south of Cobb's Tree Farm located next to the river.

Exhibit B, Attachment 1
Service Rates

1. The rate(s) provided are inclusive of any applicable taxes, insurance(s), bond(s), license(s), and permit fee(s), and other costs incidental to the performance of services as defined under Exhibit A, Attachment 1 (Scope of Work).
2. The rate(s) are further inclusive of supplies, materials, labor, tools, and equipment necessary for the performance of services as defined under Exhibit A, Attachment 1 (Scope of Work).
3. Only those items represented under this Exhibit B, Attachment 1 are chargeable fees and only as applicable.

4. **Service Rates:**

- a. **Scheduled Service Rate:** \$_____ per day
- b. **Unscheduled Service Request Rate:** \$_____ per day
- c. **Estimated Total Scheduled Days of Service:** 911
(Based on Exhibit B, Attachment 2, as initially provided by the State)
- d. **Total Calculated Bid Amount:** { (a) x (c) = (d) }

\$_____ (Expressed numerically.)

e. **Total Calculated Bid Amount:**

_____ (Expressed in words.)

5. Should there be any discrepancies in totals as chargeable rate(s) are applied, then the rate(s) shall prevail.
6. The State and SJRC does not guarantee any minimum use of services. Scheduled services are based on anticipated annualized usage and for estimating the total value of the services for budgetary purposes.

The rate(s) provided must be certified by a signature from an authorized representative of the Bidder/Contractor and submitted as original. This rate sheet must be completed in full and certified. If not, completed or certified this rate sheet will be deemed invalid and the Bidder/Contractor shall be deemed non-responsive.

Date: _____

Bidder/Contractor's (Company) Name: _____

Authorized Representative's Signature: _____

Representative's Name (Printed): _____

Representative's Title: _____

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Exhibit B, Attachment 1
SERVICE CONTRACTS BID FORM

DEPARTMENT OF PARKS AND RECREATION

DATE
UNIT San Joaquin River Conservancy
PROJECT Wildwood Native Park Maintenance Serv
BID OPENING December 9, 2022
CONTRACT NUMBER C22100004

The undersigned hereby proposes to furnish services, materials, or equipment, or to perform all work required in accordance with the bid documents for the foregoing titled project, and such addenda thereto as may be issued prior to bid opening date.

Nondiscrimination Compliance Statement

The prospective contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations Section 8103.

Disabled Veteran Business Enterprise Participation

In accordance with Public Contract Code Section 10115, the Department of Parks and Recreation has established criteria to implement the disabled veteran business enterprise (DVBE) program goal which bidder must meet; provided, however, the DVBE participation requirement is included herein and made part of the bid documents. (See DVBE Notice included in solicitation for details.)

Small Business Preference

A five percent preference will be granted to any bidder currently certified by the Department of General Services as a California Small Business. (See Small Business Notice included in solicitation for details.)

FIRM NAME		PHONE NO.	FAX NO.
ADDRESS		CITY/STATE/ZIP CODE	
LICENSE CLASSIFICATION	FEDERAL EMPLOYER ID NO.	ARE YOU CLAIMING PREFERENCE AS A SMALL BUSINESS? <input type="checkbox"/> Yes. Small Business Certification No. _____ <input type="checkbox"/> No	
STATUS OF BUSINESS (check appropriate box.) <input type="checkbox"/> Individual. <input type="checkbox"/> Corporation. State in which incorporated: _____ <input type="checkbox"/> Partnership. Full names of partners: _____			
The undersigned is duly authorized to submit this bid on behalf of the company. BIDDER'S SIGNATURE (Signature)			DATE
BIDDER'S PRINTED NAME		TITLE	

THE STATE RESERVES THE RIGHT TO WAIVE ANY IRREGULARITY IN ANY BID OR TO REJECT ANY OR ALL BIDS.